

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express, Ltd.
11-5-2070

Change
of
Operations

Locals involved: 70, Oakland, California
85, San Francisco, California
150, Sacramento, California
186, Santa Barbara, California
431, Fresno 208, Los Angeles, California
439, Stockton 224, Los Angeles, California
468, Oakland 287, San Jose, California
542, San Diego 357, Los Angeles, California
890, Salinas 386, Modesto, California

California Motor Express, Ltd. desires to establish a Refrigerated Division that will be separate and apart from the California Motor Express dry freight operation.

Terminal Locations:

Strategic points in the major areas of available business will be selected in the following cities: Los Angeles - Fresno - Modesto - Sacramento - Oakland - Gilroy.

All of these cities now house combined operations with the exception of Gilroy. This location is selected due to it being a hub for the San Jose, Salinas and Watsonville markets, plus providing quick access to the central part of the state.

The crews for these terminals would come from the present combined operations, for the areas that will be serviced by the new locations.

The seniority application of Article 5, Section 6, of the National Master Freight Agreement shall apply.

Service Areas of Terminals and Crew Requirements:

1. Los Angeles - Los Angeles Basin Area as presently served.
Crew - Dock - 2
- Drivers - 20
2. Fresno - Area as presently served.
Crew - Dock and Drivers - 6
3. Modesto - The area presently served with the addition of the Stockton Terminal's refrigerated points. By way of further explanation, our present Modesto Terminal, which is now combined, will become refrigerated, taking in the area now served by our Stockton Terminal. Stockton, on the other hand, will become a dry freight operation and assume the dry area now handled by Modesto.
Crew - Dock and Drivers - 16.
(Continued)

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Change
of
Operations

4. Sacramento - Area as presently served.
Crew - Dock and Drivers - 19.
5. Oakland - Area presently served in the combined Oakland operation, plus the refrigerated points serviced by our present San Francisco operation.
Crew - Dock and Drivers - 38.
6. Gilroy - This terminal will assume the San Jose and Salinas areas of coverage.
Crew - Dock and Drivers - 7.

Line Operation:

The line operation for the new division would also be entirely separate and maintain its own dispatch.

Los Angeles will require five (5) men to run on a long line or turnaround basis. At the present time, California Motor Express has 84 line drivers domiciled in Los Angeles and it would be expected that 5 would transfer to the new division.

Fresno will require two (2) men to run on a long line or turnaround basis.

Modesto will require one (1) man on a turnaround basis. This terminal at present has a turnaround driver domiciled and it would be expected that he would go with the Refrigerated Division.

Sacramento will require three (3) men to run on a long line or turnaround basis. Six (6) men are already domiciled in Sacramento and it would be expected that three (3) of these men would go with the Refrigerated Division.

Oakland will require ten (10) men to run on a long line or turnaround basis. At present the C. M. E. line has 11 men domiciled in San Francisco. Two (2) of these eleven (11) would be transferred to Oakland.

Gilroy will require one (1) man to run a turnaround operation. At the present time, two (2) men are domiciled in Salinas and we would expect one of these two men to take this run.

Domiciles Affected: - None.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express, Ltd.
11-5-2070

(continued)

DECISION: M/m/s/c/ that the objection of Local 70 to the jurisdiction of this committee be over-ruled and that the operational change requested by the Company be approved as clarified on the record to be effective no sooner than January 1, 1966, with the following provisos:

- (1) That the available positions in that refrigerated division be posted for bid on the basis of the existing combined master seniority lists in effect in the various Local Union areas and any unbid positions shall be filled by assigning junior men; (2) that the refrigerated division and the dry freight division shall each be operated from separate seniority lists for the purpose of dispatching operations and temporary layoffs of 30 days or less, but that the existing combined master seniority lists be continued and employees in either division shall be entitled to exercise such master seniority to bump to the other division in the event of closing or layoff in excess of 30 days until further action of this committee; (3) that this committee shall retain jurisdiction of this case to the February, 1966 session and the committee shall make a final determination of the seniority matters at that time.

August, 1966 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O.N.C. Motor Freight System
8-6-2480

Change of Operations Locals involved: 81, Portland, Oregon
741, Seattle, Washington

O.N.C. Motor Freight System requests approval of a Change of Operation to establish a turnaround run which will run the triangle formed by the towns of Portland, Oregon and Seattle, Washington and Aberdeen, Washington and back to Portland.

We plan to operate the run out of Portland and Seattle and run it by going either direction from the origin terminal.

By example, a driver out of Portland would go either way:

Portland-Aberdeen-Seattle-Portland
Portland-Seattle-Aberdeen-Portland

The Seattle driver would go either:

Seattle-Aberdeen-Portland-Seattle
Seattle-Portland-Aberdeen-Seattle

There will be no movement of power equipment or drivers required in this Change of Operation.

August JWAC Action: The operational change proposed be approved on a trial basis as outlined in Mr. Galbraith's letter; this committee to retain jurisdiction to the November session.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # The Ringsby System
8-6-2481

Change Locals involved: 222, Salt Lake City, Utah
of 468, Oakland, California
Operation 533, Sparks, Nevada

The Ringsby System hereby proposes to eliminate the single man division run between Oakland, California, and Salt Lake City, Utah. This run operates on a six night a week basis with a change of drivers as follows: Two Oakland based drivers leave on alternate nights and run to Reno, Nevada, and return, taking a normal layover in Reno; two Nevada based drivers (members of Local 533) move the schedule between Reno and Elko, Nevada, then from Elko on into Salt Lake City the schedules are moved by Salt Lake City based drivers, members of Local 222.

We propose to move the freight presently being moved on this division operation with our present sleeper cab runs between Denver, Colorado, and Oakland, California, picking and dropping freight at the points now served with the single man operation with the Denver based sleeper cab equipment.

We propose that the drivers who will be displaced by the elimination of this run be offered employment at other Ringsby Truck Line's terminals as there are openings available, specifically the Nevada and Salt Lake drivers offered employment in either Denver, Colorado, or Los Angeles, depending upon the driver's wishes as to where they wish to be re-domiciled, and where the openings first develop. The Oakland drivers can be utilized immediately if satisfactory arrangements can be worked out with Local 468 on the Ringsby Pacific Division of our company. These displaced drivers will maintain their company seniority for all fringe benefits if they elect to move where there is available work in our operation, job bidding or lay-off to be governed by our Union Contracts.

Our reason for requesting this change is one of strictly economics. We find that we are operating sleeper cab equipment over the same routes as the single man division, either partially loaded or empty, due to the guaranteed division runs, and can, without loss of service to our customers, move the freight now moving by the single man division with our present Denver-based sleeper cab operations.

August JWAC Action: In view of the apparent inability of the parties to have a prior meeting that this case not be heard at this session; that the committee retain jurisdiction; that the parties be directed to meet between now and the November session and attempt to resolve their areas of disagreement and that in any event this committee hear and determine the case at its November session.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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agreed ,

Case # B-Line
11-6-2610

Change of Operation Locals involved: 85, San Francisco, California
912, Watsonville, California

Company requests to close the Watsonville terminal and move the one piece of equipment to San Francisco because of lack of business.

Watsonville employee will be given the opportunity to transfer under Article 5, Section 6 (c) of the National Master Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express
11-6-2611

on

Change of Operations Local involved: 208, Los Angeles, California

Clarification James Isaacs, Jr., in accordance with his seniority and in compliance with the Change of Operations in effect, did exercise his seniority for assignment at the J. C. Christenson terminal and, whereas, the Employer refused to assign Isaac in his rightful position of seniority.

For, and on behalf of Isaacs, the Local Union requests that Isaacs be assigned work at J. C. Christenson in accordance with his seniority, in compliance with the Change of Operations decision.

Further, that Isaacs be compensated all monies he would have earned had he been correctly worked.

Case #SC-8-6-7754.

JSC Motion: That this case is referred to the Change of Operations Committee of the Joint Western Area Committee for clarification.
Motion Carried.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways *on*
11-6-2612

Change Locals involved: 483, Boise, Idaho
of 741, Seattle, Washington
Operations 900, Pendleton, Oregon

PRESENT OPERATION:

- (1) One division in both directions six days per week between Seattle, Washington and La Grande, Oregon. Two drivers are domiciled in Seattle.
- (2) One turnaround run six days per week between La Grande, Oregon and Boise, Idaho. One driver is domiciled in La Grande.

PROPOSED OPERATION:

- (1) Eliminate the assigned division runs between Seattle and La Grande.
- (2) Eliminate the assigned turnaround run between La Grande and Boise.
- (3) Freight normally moved on this operation will be routed through our Portland terminal for handling with any overflow being moved by other existing operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways *on*
11-6-2613

Change of Operator Locals involved: 148, Wenatchee, Washington
690, Spokane, Washington
741, Seattle, Washington

PRESENT OPERATION:

- (1) Two divisions per day six days per week in both directions between Seattle and Spokane. Two men are domiciled at Seattle and two at Spokane.
- (2) One turnaround run per day five days per week between Seattle and Wenatchee. One driver domiciled at Seattle.
- (3) One turnaround run per day five days per week between Spokane and Wenatchee and/or Moses Lake. One driver domiciled at Spokane.

PROPOSED OPERATION:

- (1) Eliminate the assigned turnaround run between Seattle and Wenatchee.
- (2) Eliminate the assigned turnaround run between Spokane and Wenatchee and/or Moses Lake.
- (3) Eliminate the Spokane domicile portion of the Seattle-Spokane operation.
- (4) Change the Seattle-Spokane operation to function on the basis of two per day, five days a week with the drivers being domiciled in Seattle.
- (5) Permit the Seattle-Spokane operation to be run:
 - (a) Directly between Seattle and Spokane, or
 - (b) Between Seattle and Spokane via Moses Lake and/or Wenatchee and/or other intermediate points.
- (6) Freight over and above these two runs may be moved on either extra schedules or other existing operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways m
11-6-2614

Change of Operations Locals involved: 81, Portland, Oregon
900, Pendleton, Oregon

PRESENT OPERATION:

- (1) Two divisions per day in both directions six days per week between Portland, Oregon and La Grande, Oregon. Two drivers are domiciled at Portland and two at La Grande.
- (2) Two turnaround runs per day, six days per week between La Grande, Oregon and Boise, Idaho. One driver is domiciled at Boise and one at La Grande.

PROPOSED OPERATION:

- (1) Eliminate the present division assigned runs between Portland and La Grande.
- (2) Eliminate the present assigned turnaround runs between La Grande and Boise.
- (3) Establish a Portland-Boise division operation with the drivers domiciled in Portland. This is to be run on the basis of five days per week.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # DC International, Inc. *on*
11-6-2615

Change of Operations Local involved: 146, Colorado Springs, Colorado

The Company presently operates a terminal at Pueblo, Colorado, and at Colorado Springs, Colorado. The Company is in the process of constructing a terminal facility at Fountain, Colorado, which is approximately twenty-four (24) miles from Pueblo and sixteen (16) miles from Colorado Springs. The construction of this terminal would entail the closing of the Pueblo, Colorado, and Colorado Springs, Colorado, terminals and merging these two operations into the Fountain, Colorado, facility, from which point both Pueblo and Colorado Springs would be served by pick-up and delivery and dock operations.

At the present time we have four (4) combination pick-up and dock employees at the Pueblo terminal, and we have five (5) combination pick-up and dock employees and one (1) working foreman (dock) at the Colorado Springs terminal. It is the desire of the Company that the matter subject to closing the two terminals and the manner of establishing seniority for the men at both terminals at the new facility at Fountain, Colorado, be clarified and approved by the Joint Western Area Committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # DC International, Inc. ?
11-6-2616

Change Locals involved: 180, Los Angeles, California
of 961, Denver, Colorado
Operations

PRESENT OPERATION:

The 300 Series presently handles Denver origin to Phoenix, or Denver origin to Los Angeles freight and overflow from the west, as well as overflow from the east. The Company, on occasion, when there are no loads available at Phoenix, may dispatch a 300 Series, as it has in the past, to Los Angeles in order to move a load from Los Angeles to Denver, in accordance with the layover and terminal point provisions of the agreement.

In our present operation the 600 (600-700) Series domiciled in L. A. handles all eastbound transcontinental loads from L. A. via the Kansas City gateway and the Chicago gateway as follows: Eastbound loads from L. A. to Chicago, Cleveland, Buffalo, Syracuse and Detroit move primarily through the Chicago gateway, and the Albany, Boston and North Bergen eastbound loads move through the Kansas City gateway. Occasionally the 600-700 Series will run empty to Phoenix to pull a Phoenix transcontinental eastbound load through the Chicago gateway and/or the Kansas City gateway, dependent upon its destination and availability of return freight. There may be occasions when the 600 Series will pull a North Bergen, Albany or Boston load into and from the Chicago gateway in order to have matching schedules when there have been occasions for the 500 Series domiciled in Chicago to have pulled a load of L. A. destined freight from Albany, North Bergen or Boston to Chicago when there were not available units to handle loads from these three terminals via the 900 Series domiciled in Kansas City.

PROPOSED OPERATION:

The Company proposes that the 300 Series will have preference of the eastbound loads destined L. A. to Denver, Detroit, Toledo and Cleveland, and if the 300 Series cannot protect the movement of these loads, the Detroit, Toledo and Cleveland loads may be given to a 600-700 Series team to go via the Chicago gateway.

The 600-700 Series domiciled in L. A. will handle eastbound transcontinental loads to points east of Denver by moving them through the K. C. gateway to North Bergen, Albany and Boston, and through the Chicago gateway to Buffalo, and Syracuse. There will be occasions when a 600-700 Series will pull a Detroit, Toledo or Cleveland load via Chicago. This would only be when there was an overflow of which the 300 Series could not handle.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-6-2617

McLeod Trucking Inc. *wd*

Change
of
Operations

Locals involved: 70, Oakland, California
150, Sacramento, California
533, Sparks, Nevada

Closing of Oakland terminal. Terminal positions to be made available at other terminals of McLeod.

No actual regulated authority on general commodities from Bay Area. Line will terminate at Sacramento and freight will be interlined with common carriers to Bay Area.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc. *on*
11-6-2618

Change Locals involved: 468, Oakland, California
of 492, Albuquerque, New Mexico
Operations 710, Chicago, Illinois

PRESENT OPERATION:

The Company has forty-three (43) tractors domiciled at Albuquerque operating runs from Albuquerque to Chicago and return and from Albuquerque to Bay Area and return handling Bay Area freight from Chicago through the Albuquerque Gateway.

PROPOSED OPERATION:

The Company proposes to redomicile seventeen (17) tractors and thirty-four (34) drivers from Albuquerque to Chicago, Illinois, and establish a new run from Chicago to Bay Area Terminals via Highway U.S. 30 and Interstate 80.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Motor Freight System *on*
11-6-2619

Change Locals involved: 235, Orange, California
of 542, San Diego, California
Operations

O. N. C. requests the following Change of Operations:

The Change of Operation moves to the Oceanside terminal of O. N. C. for delivery out of Oceanside all the freight going to those towns, cities and points served by O. N. C. commencing with Laguna Beach and all points south of Laguna Beach which are presently being serviced out of the Santa Ana terminal of O. N. C.

One of the Santa Ana drivers will be offered the opportunity to transfer to Oceanside under Article 5, Section 6 (b) (2) of the contract.

The proposed date for placing this change of operation into effect is approximately December 1st, 1966.

This is an approved Change of Operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Intermountain Express Co., Inc. *on*
11-6-2620

Change of Operations	Locals involved:	81, Portland, Oregon 180, Los Angeles, California 222, Salt Lake City, Utah 468, Oakland, California 741, Seattle, Washington
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As a result of an action by the Multi-Conference Committee the Company requests a Change of Operations to allow the Company to utilize Salt Lake City as a break point in its East-West operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Motor Trucking Co. *on*
11-6-2621

Change of Operations Locals involved: 224, Los Angeles, California
381, Santa Maria, California

The Change of Operations agreed to by all present was that the Company has shown good cause to redomicile Mail Run #755 from Los Angeles, California to San Luis Obispo, California. The redomicile of this run should be accomplished as soon as possible.

The following items were agreed to by the parties present:

- (1) The Los Angeles Board Drivers electing to move to San Luis Obispo shall have their household goods moved in accordance with Article 41, Section 3 of the Over-The-Road Contract in effect.
- (2) If the drivers moving to San Luis Obispo are unable to establish their individual households in the San Luis Obispo area before the date they are required to be in San Luis Obispo, they shall receive \$4.75 per day subsistence. This subsistence allowance shall continue until the drivers establish their households but in no event, longer than fifteen (15) days each.
- (3) The proper seniority application for the redomiciled drivers shall be Article 5, Section 6 (e) of the National Master Freight Agreement.
- (4) The method to be used to select drivers for redomicile shall be by bid from the Los Angeles Mail Board.
- (5) The bid advertisement shall indicate the date and time the run must begin operation from San Luis Obispo with redomiciled drivers operating the run.
- (6) The conditions of work to be expected in San Luis Obispo are approximately the same as Mail Runs operating from Los Angeles. It must be clearly understood that starting times and schedules may be changed after notification to the Local Union.
- (7) Redomiciled drivers shall transfer to Local 381.

AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking Company *on*
11-6-2622

Change of Operations Locals involved: 87, Bakersfield, California
150, Sacramento, California

PRESENT OPERATION:

1. Sacramento to Bakersfield

One bid run Sacramento to Bakersfield Tuesday and Thursday, returning from Bakersfield to Sacramento on Wednesday and Friday; turnaround from Sacramento to Stockton on Saturday.

One relief driver from Sacramento to Bakersfield on Sunday, returning Monday.

2. Bakersfield to Sacramento

One bid run Bakersfield to Sacramento Tuesday and Thursday, returning from Sacramento to Bakersfield on Wednesday and Friday; turnaround from Bakersfield to Stockton on Saturday.

One relief driver from Bakersfield to Sacramento on Sunday, returning Monday.

3. Bakersfield to Los Angeles

One bid run turnaround from Bakersfield to Los Angeles six days per week.

One relief driver on turnaround from Bakersfield to Los Angeles one day per week.

PROPOSED OPERATIONS:

1. Sacramento to Bakersfield

One bid run Monday and Thursday, returning Tuesday and Friday.

One bid run Tuesday and Friday, returning Wednesday and Saturday.

One bid run Wednesday and Saturday, returning Thursday and Sunday.

One relief run Sunday, returning Monday.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Motor Trucking Company
11-6-2622

Change of Operations Locals involved: 87, Bakersfield, California
150, Sacramento, California

PROPOSED OPERATIONS: (Continued)

2. Bakersfield to Sacramento - Eliminate
3. Bakersfield to Los Angeles - Reduce bid run to five days per week, increase relief run to two days per week.

PROPOSED CHANGE:

- A. Add two additional Sacramento to Bakersfield bid runs.
- B. Discontinue one bid run Bakersfield to Sacramento.
- C. Discontinue one relief run per week from Bakersfield to Sacramento.
- D. Add one relief run per week from Bakersfield to Los Angeles.

EMPLOYEES AFFECTED:

Only one bid driver based at Bakersfield will be affected by this proposed change. This employee will be offered one of the Sacramento to Bakersfield bid runs as provided under Article 5, Section 6 (E) of the National Master Freight Agreement and Article 41, Section 3 of the Western States Area Over-The-Road Agreement.

The relief driver used from Bakersfield to Sacramento also operates as the relief driver to Los Angeles and on other line operations. There will be one additional relief run to Los Angeles to offset the discontinued Sacramento run.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Rio Grande Motor Way Inc. *on*
11-6-2623

Change Locals involved: 222, Salt Lake City, Utah
of 961, Denver, Colorado
Operations

REQUESTED CHANGE OF OPERATIONS:

To change the Utah Division portion of the two bid schedules from Denver, Colorado to Salt Lake City, Utah.

AS NOW OPERATED:

The schedules are now operated on a Straight/Away Operation by Colorado Division men from Denver to Grand Junction, Colorado mileage 260 one way. Utah Division men home domiciled at Price, Utah operate on a turnaround basis from Price, Utah to Grand Junction, Colorado and return mileage 169 one way or 338 round trip. Utah Division men home domiciled at Salt Lake City. Utah operate on a turnaround basis from Salt Lake City to Price and return mileage 121 one way or 242 round trip.

REQUESTED TO BE CHANGED AS FOLLOWS:

To domicile four (4) Utah Division men at Grand Junction, Colorado who will pull Grand Junction to Salt Lake City Straight-Away runs mileage 290 one way, with a layover at Salt Lake City and return. The runs will be operated on a five-day basis, and the man-power will operate on an alternate day basis. The men will hold rights in the Utah Division only, as to seniority, layoff, bidding, vacation, etc.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-6-2624

Sites Silver Wheel Freightlines *agreed to*

Change of Operation

Locals involved: 81, Portland, Oregon
900, Pendleton, Oregon

Change approved by both Local Unions and is now in effect.

Because of freight delays caused by breaking freight at La Grande the Company proposes to eliminate its short-line turnaround operations between La Grande and Enterprise. When freight is available the Company proposes to operate directly to Enterprise from Oregon. Initially the drivers on the new run will be based at Portland, Oregon. The La Grande-Enterprise peddle run is presently held by Art Gruis. Under Article 5, Section 6, subparagraph E, of the National Master Freight Agreement, Art Gruis will carry his seniority for the Portland-Enterprise run.

AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # T.I.M.E. Freight, Inc. *on*
11-6-2625

Change of Operations	Locals involved:	104, Phoenix, Arizona
		180, Los Angeles, California
		224, Los Angeles, California
		577, Amarillo, Texas
		886, Oklahoma City, Oklahoma
		941, El Paso, Texas

PART I

In line with previous Change of Operation dated April 26, 1962 and September 11, 1962, T.I.M.E. Freight, Inc. desires to amend and change certain portions of the previous Change of Operation.

The present operation consists of the running of a maximum of 4 schedules per day, 6 days per week, Sunday through Friday, from Oklahoma City, Oklahoma to Los Angeles, California and return. These sleepers have priority on arrival in Los Angeles on any freight destined to Oklahoma City or beyond.

The present sleeper board in Oklahoma City consists of 14 teams of 28 men. Under the proposed change, we would operate a maximum of 6 schedules per day, 7 days per week, for a total of 42 schedules per week. We propose to bid on sleeper schedules out of Oklahoma City rather than to continue using the priority basis that we now have. This, in effect, would mean that the Company could operate either a regular board man at Los Angeles or a sleeper team as the destination and priority of the freight would determine.

This change would require additional drivers in Oklahoma City and we propose to move these drivers as outlined in the original Change of Operation with the number from each terminal and Local Union as agreed to between the Southern Conference and the Western Conference Change of Operation Committee.

PART II

T.I.M.E. Freight, Inc. desires to make a change in their present operation by establishing a sleeper cab operation between Oklahoma City, Oklahoma and Phoenix, Arizona to handle freight moving between these two points over a newly acquired route granted by the Interstate Commerce Commission in MC 35320, Sub 86, as follows: From Oklahoma City, Oklahoma over U.S. Highway 66 to Santa Rosa, New Mexico; thence over U.S. Highway 54 to Vaughn; thence over U.S. Highway 60 to Globe, Arizona; thence over U.S. Highway 60 to Phoenix, Arizona.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and *on*
8-6-2494 California Motor Express

P & D The Local Union protests the submission of the bids in behalf of
Dispute its members employed and working under the Master seniority
list at this Company.

The Local Union submits that these bids as submitted do not conform to the intent and the purpose of the posting of bids under the Freight Agreement in effect as well as not properly listing all applicable runs and positions; as well as tending to misleading and deceiving the employee as to the specific run opposition they desire to exercise their seniority for the purpose of bidding. The Local Union therefore is requesting that the Employer be instructed to comply and to properly submit its bids in accordance to the Freight Agreement as cited.

The Local Union further requests that the employer take no additional action on the implementation of the posted bids pending action of the Joint State Committee on this grievance.

Case #SC-7-6-7613.

JSC Motion: That Case #SC-7-6-7613 is forwarded to the JWAC for handling under Article 43, Section 1 (d) of the W.S.A. Pick-Up and Delivery Agreement. Motion Carried.

Southern California JSC date of action July 13, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and *on*
8-6-2508 Pacific Intermountain Express

P & D
Dispute

Steve Masich is a Salt Lake City dock man not qualified as a short line driver. Mr. Liddell is a Salt Lake City bid short line driver and is junior in seniority standing to Masich. The Company posts a bid sheet early in the week for anticipated available weekend work and awards the weekend work to the successful bidders on Friday. Pursuant to this practice Mr. Masich bid, was awarded and worked his first choice of weekend work for three Saturdays, November 5, 13, and 20, 1965. Pursuant to the Company's established practice, Mr. Liddell bid for weekend work and was awarded and worked the three Sundays, November 7, 14, and 21, 1965.

In each instance after the weekend work had been awarded in accordance with the bidding procedure as described above, the Company required additional short line drivers on the three Saturdays. The Company called Mr. Liddell to perform this short line work under the provisions of the short line rider which requires that all short line work be assigned to short line men. This work was performed on the Saturdays by Mr. Liddell at straight time as provided in the Rider. As a result of performing the short line work on Saturday, Sunday, became the seventh day and Liddell was paid double time for his Sunday dock work.

It is the Union's position that the short line men are not entitled to perform any work at all on the dock on either Saturday or Sunday until all other employees on the seniority list have received seven full days. Since Masich is senior to Liddell, he should have been entitled to the Sunday dock work at double time.

August JWAC Action: The committee to hold jurisdiction over this case for hearing at the November session.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-6-2626 Burlington Truck Lines

pyd

P & D
Dispute

Oliver C. Turner states: On June 8, 1966 at 11:00 A.M., I was notified not to report to work. At 7:30 P.M. I was called into work to report at 8:00 P.M. My regular bid job is from 1:30 P.M. to 10:00 P.M., Monday thru Friday. The trailer that I worked that night came into Denver at 1:30 P.M., 6/8/66 the time I go to work.

Case #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and *on*
11-6-2627 The Ringsby System

P & D Pete Lovato, a casual used by Ringsby is only being paid \$3.30
Dispute per hour. He is not getting the extra .15¢ an hour.

Union claims .15¢ an hour plus his other guarantee.

Case #44.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-6-2628

Local 17, Denver, Colorado, and
Rio Grande Motor Way, Inc.

S & M

P & D
Dispute

Charles Sherman states: On mechanics and helpers bringing trailers from piggyback yard to Company terminal and unloading board and then iron stanchions in yard of R.G.M. Fifteen trailers were unloaded in course of 4 days. This work is out of mechanics jurisdiction, we believe, as this was a continuation of a loaded trailer which had been delivered.

Case #48.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and *on*
11-6-2629 Helphrey Motor Freight

P & D Local 81 is in dispute with Helphrey Motor Freight with their
Dispute formula of paying overtime to casual employees.

The Company contends that the contract provides for a separate premium for casuals which is paid in lieu of the Health and Welfare benefits and holidays. The casuals are to be paid the regular rate of pay plus time and one-half for all hours worked over eight in any one day for forty (40) hours in any one week, and that the fifteen (15) cents an hour premium is applicable to all hours which include both straight and overtime hours and that the premium for casuals is not to be increased after the eight (8) hours, but to remain at fifteen (15) cents and that to do otherwise would be applying premium to premium.

The Union contends the fifteen (15) cent per hour casual premium used to be added to the regular rate of pay and that the resulting amount becomes the regular rate for casuals and that the proper overtime rate is one and one-half times that figure.

Case #792.

JSC Motion: That the Union position be upheld.

Deadlocked Oregon JSC September 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and *on*
11-6-2630 Interlines Motor Express

P & D Union claims Filippi, Monson, Lickie, Gardner, Erwin, and
Dispute Ritz, are being worked a portion of the day as a loader and
 checker and not being paid the higher rate of pay. Union requests
 Company re-classify these men and compensate them at the
 highest rate of pay in which they performed work since May 15,
 1966.

Union claims under the contract the men are physically counting
and checking loads while doing dock work. Employee Mountain
testified as to the daily routine of himself and fellow dock workers.
Union is not trying to eliminate a classification but merely
trying to get the Company to pay the proper scale to men doing
checking and counting. Joint Council 38 contract is the only one
that has checkers and loaders together in the classification.
Other P & D Contracts have various combinations of checkers
and loaders being lumped with other classification.

Case Numbers CV-86-1448, CV-86-1449, CV-86-1450, CV-86-1451,
CV-86-1452, CV-86-1453, (All heard as one case)

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley JSC August 24, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-6-2631

Local 190, Billings, Montana, and
N. P. Transport

Stoltz and

P & D
Dispute

Request 8 hours pay at time and one-half for Matt Stoltz for work performed by a member outside the bargaining unit.

Case #M-608.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC August 19, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
11-6-2632 Aetna Freight Lines

on

P & D
Dispute

On 7-15-66, Aetna Freight Lines had Norman Young, a driver on layoff due to lack of work. The Company used a non-unit driver by the name of Wade Hyde to deliver a load on that day. I am claiming a day's pay for July 15th, at \$3.59 per hour - 8 hours at \$3.59 - Total claim \$28.72.

Case #SC-9-6-7907.

JSC Motion: That the position of the Union be upheld.

Deadlocked Southern California JSC September 8, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-6-2633

Local 208, Los Angeles, California, and
American Transportation

SHD + md

P & D
Dispute

The Employer having refused to compensate Daniel J. Carrillo for 15 minutes overtime July accumulated by Carrillo while in the employ of the Employer on the date of August 11, 1966.

For and on behalf of Carrillo, the Local Union claims the 15 minutes, at the applicable premium rate of pay.

Case #SC-10-6-8075.

JSC Motion: That the claim of D. J. Carrillo be allowed.

Deadlocked Southern California JSC October 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and *on*
11-6-2634 Consolidated Freightways, Inc.

P & D On July 12, 1966, at 7:30 P.M., I was told to punch out and to go
Dispute home by one of the Dock Foremen before trailer #91-8457 which
I used that day was completely unloaded. A casual four hour
dock man unloaded the trailer. In my opinion it would have taken
me 2-1/2 hours to have unloaded the above trailer.

Case #SC-9-6-7918.

JSC Motion: That due to previous agreement before this J.S.C.
between Locals 208 and 357, that the 208 drivers can multiple
unload up to eight (8) hours and then at the election of the Employer
can continue to unload his own truck only. Therefore, the claim
of E. B. Whitman be denied.

Deadlocked Southern California JSC September 8, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-6-2635 Crescent Truck Lines

P & D On 8-5-66 the Company used an employee who is not a member
Dispute of Local 208 to go and unload a load of cookies at El Cajon.
The employee's name is Dale Atherton. We claim 1-1/2 hours
at 1-1/2 times his rate; a total of \$8.07.

Case #SC-10-6-8080

JSC Motion: That the claim of Gary Schuler be denied.

Deadlocked Southern California JSC October 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and *an*
11-6-2636 Griley Security Freight Lines

P & D Local 208 on behalf of Marvin Harrell claims entitlement to
Dispute 2-1/2 hours premium time when Company elected to dispatch a
 junior driver ahead of Harrell who was available and qualified
 for the dispatch assignment.

Case #SC-9-6-7924.

JSC Motion: That based on the facts as presented, the claim
of Marvin Harrell be allowed.

Deadlocked Southern California JSC September 8, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and *on*
11-6-2637 Milne Truck Lines

P & D Local 208, on behalf of Joseph J. Ciccone, requests establishment
Dispute of June, 1966 seniority date on the grounds that the Local Union
is entitled to proper notice of hire as outlined in Article 38,
and that the employee is entitled to privileges of regular employment
since the 30-day probationary period has been satisfied and
casual status dispelled under 13-day clause.

Case #SC-8-6-7773.

JSC Motion: That the claim of Joseph J. Ciccone is allowed.

Deadlocked Southern California August 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
11-6-2638 Milne Truck Lines

an

P & D CASE #7953: Premium Day Overtime (Kent Hafen) Article 57,
Dispute Section 2 (c), Article 48, Section 10, Article 43,
Section 5.

Under authentic signatures of affected senior drivers, claim is herewith instituted for such drivers for all monies earned by junior drivers on or after August 6, 1966, as outlined in Article 48, Section 10.

CASE #7954: Maintenance of Standards (James Griffin, et al)
Article 6, Master Freight Agreement, Article 57,
Section 2 (c) Supplemental Freight Agreement.

Local 208 on behalf of James Griffin, et al, protests the action of the Union in support of claim of senior drivers who are not entitled to premium day overtime per contract due to past practice of rotation.

Case #SC-9-6-7953 and 7954.

JSC Motion: That based on the facts presented, the decision in Case SC-5-63-2307 is final and binding.

Deadlocked Southern California JSC September 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-6-2639 Milne Truck Lines

en

P & D Local 208, on behalf of Joseph J. Ciccone, claims entitlement
Dispute to \$27.72 representing loss sustained on August 17, 1966, when
Ciccone, who has a deadlocked grievance case concerning his
June 10, 1966 hire date, was called in for purpose of hire with
proviso that he submit to safety center physical, and make new
application to supercede his application of June 10th, and was
refused actual work opportunity when he questioned such devious
means of undermining the existing grievance.

Case #SC-9-6-7957.

JSC Motion: That the claim of Joseph J. Ciccone is denied.

Deadlocked Southern California JSC September 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-6-2640 Signal Trucking

on

P & D My seniority date is 7-22-1958 and they have been starting
Dispute L. Lawson ahead of me since January 1st of this year. This is
a gross violation of my seniority rights as per contract and
request the Company start me in my proper place on the seniority
list and reimburse for all times they started a junior man in
my stead. Claim is for \$870.32 - (166-1/4 hours at time and
one-half).

Case #SC-8-(6)-6-7471.

JSC Motion: That the claim of Ray Callahan is allowed.

Deadlocked Southern California JSC August 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-6-2641 Western Gillette

an

P & D
Dispute

Company wants to abolish 7 heavy-duty positions at 9:30 A.M.
Post 4 H.D. positions at 7:30 A.M. and either let the remainder
of 3 H.D. bump into starting times and job positions as their
seniority holds. The position of Local 208 is that these jobs,
positions and starting times were already bid and good for one
year and that they should not be changed.

Case #SC-9-6-7989.

JSC Motion: That Case 7-412, the position of the Company
be upheld.

Deadlocked Southern California JSC September 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and *en*
11-6-2642 Western Transportation Company

P & D On Saturday 7-30-66, West Transco, a house account of Western
Dispute Transportation, worked R. Wells instead of calling in Roy
Serrato, who is a senior man to Wells. Therefore, he is claiming
8 hours at one and one-half times at \$3.59 per hour, or 8 hours @
\$5.39 - Total claim \$43.12.

Case #SC-9-6-7987.

JSC Motion: That the claim of Roy T. Serrato is allowed.

Deadlocked Southern California JSC September 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-6-2643 Western Transportation Company

W

P & D
Dispute

On Friday, 7-22-66, Western Transportation laid Samuel Allender off and brought in Wilbur Wilson junior man on a West Transco account. He claims 8 hours pay at \$3.46-1/2 hour. For the 8 hours - Total claim \$27.72.

Case #SC-9-6-7988.

JSC Motion: That the claim of Samuel Allender is allowed.

Deadlocked Southern California JSC September 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
11-6-2644 Union Pacific Railroad Company

P & D
Dispute

On Saturday, August 27, 1966, the Company had more short line work than it had men available who had requested Saturday work. The Company began calling men in reverse seniority order and required driver Roger K. Richards, a regular heavy duty driver, to work short line on the Saturday. The Company paid him straight time for the first eight hours and overtime for the remaining time worked.

It is the Union's position that the Company could not compel Richards to work on the Saturday at straight time.

It is the Company 's position that when more work is available than there are men who have requested the work that it can compel men in reverse seniority to work; that the work in question was payable at straight time (for the first eight hours) under the provisions of the Short Line Rider; that all of the regular short line men were working at the time.

Case #845 (Oct. 66-26)

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC October 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
11-6-2645 Dart Transportation

Office Complaint By Wallis: "Typing warehouse unloading report (OS&D)
Dispute receiving callers and directing them to departments as requested.
I have also been doing manifesting. I have been performing these
duties (except the warehouse unloading OS&D report) for at least
three (3) years.

I am now asking for the difference in scale from Group II to
Group III only from the time I have been performing these duties
under the July 1, 1964 contract. The warehouse is a separate
company from Dart Transportation, therefore, I should be classified
as a telephone Operator A, because I have been the only receptionist
at Dart Transportation.

As for manifesting bills I have been doing this work more than
four (4) hours per day which also should put me in Group III.
Hours claimed: 3600 for \$792.00.

Case #SC-9-(5)-6-7189.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC September 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and *an*
11-6-2646 Miles Motor Transport Service

P & D Union claims Company should compensate Driver Thompson for
Dispute monies lost due to improper method of pay on 7th consecutive
day, Sunday work on 6-26-66.

Case # CV-86-1442.

JSC Motion: That the Union's case be upheld.

Deadlocked California Valley JSC August 24, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and *wd*
 11-6-2647 Miles Motor Transport System

P & D Union claims 4-1/2 hours pay for the time a full load driver
 Dispute helped load the trucks and did hostler work. This is strictly local
 work.

Company claims on June 24, 1966, they had 2 Company hostlers
 working and the Company called driver Rich to take his bid
 equipment and load it. When Rich arrived at the shippers, the
 load wasn't ready so he helped the 2 hostlers load. Company
 claims Thompson was scheduled to go to work at 1:00 P.M. and
 he worked anyway.

Case #CV-86-1457.

JSC Motion: That if the man worked on loads other than his own,
 the claim of the Union is upheld.

Deadlocked California Valley JSC August 24, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Fast Freight, and
11-6-2648 Local 741, Seattle, Washington

on

P & D The Company wishes to protest the action taken by Teamsters
Dispute Local 741 by means of their letter dated June 27, 1966 addressed
to Robert R. Congdon and other employees of O.N.C. regarding
lead men.

Case #1444 (C)

JSC Motion: That this committee does have jurisdiction over this
case and that case be heard.

Deadlocked Washington JSC October 19, 1966.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-481) FRANK E. BRUSO, member of Local 961, Denver, Colorado. Employee of Ruan Transport Corporation. Request is for a period of sixty (60) days, effective August 22, 1966, for the purpose of trying out as Dispatcher at the Denver terminal.
- (L-482) ERNEST CASTANEDA, member of Local 208, Los Angeles, California. Employee of Gilbert Carrier Corp. Request is for a period of ninety (90) days, effective September 6, 1966, for the purpose of Company working Foreman.
- (L-483) ELMER CARSON, member of Local 17, Denver, Colorado. Employee of P. I. E. Request is for a period of thirty (30) days, effective August 1, 1966, for the purpose of performing bill routing duties.
- (L-484) LEONARD CROWE, member of Local 533, Reno, Nevada. Employee of Wells Cargo, Inc. Request is for a period of ninety (90) days, effective July 25, 1966, for the purpose of trying out as Dispatcher.
- (L-485) KENNETH GADDIS, member of Local 235, Orange, California. Employee of Oertly Bros. Request is for a period of ninety (90) days, effective September 19, 1966, for the purpose of working for the Local Union in the capacity of Business Agent.
- (L-486) JOSEPH J. GAGNE, member of Local 357, Los Angeles, California. Employee of Asbury Transportation Company. Request is for a period of ninety (90) days, effective August 8, 1966, for the purpose of assuming the duties of Dock Foreman for the above company.
- (L-487) R. R. GUERRA, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Co. Request is for a period of thirty (30) days, effective August 22, 1966, for the purpose of Supervisor in Company Operations Department.
- (L-488) ALBERT KASTE, member of Local 357, Los Angeles, California. Employee of Universal Carloading. Request is for a period of thirty (30) days, effective August 7/66, for the purpose of Union Official Business.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 11-6-2649	(L-489)	<u>DON R. MATHES</u> , member of Local 357, Los Angeles, California. Employee of Real Transportation Company. Request is for a period of ninety (90) days, effective August 8, 1966, for the purpose of accepting an exempt position (Dispatcher).
	(L-490)	<u>HOWARD D. STUDT</u> , member of Local 357, Los Angeles, California. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days (not to exceed) effective September 7, 1966, for the purpose of training for Supervisory, non-Union position.
	(L-491)	<u>RAYMOND TODD</u> , member of Local 17, Denver, Colorado. Employee of Fleet Distributing Service, Inc. Request is for a period of thirty (30) days, effective August 2, 1966, for the purpose of working as a Dock Foreman.
	(L-492)	<u>ROBERT C. WALLER</u> , member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective August 1/66, for the purpose of assuming the duties of Dock Foreman.
	(L-493)	<u>ROBERT L. WHITE</u> , member of Local 692, Long Beach, California. Employee of M & M Transfer Company. Request is for a period of ninety (90) days, effective September 6, 1966, for the purpose of performing the duties of a Dispatcher.
	(L-494)	<u>GLENN WOODS</u> , member of Local 357, Los Angeles, California. Employee of The Ringsby System. Request is for a period of ninety (90) days, effective August 1/66, for the purpose of assuming the duties of Supervisor.
	(L-495)	<u>WILFRED PETERS</u> , member of Local 741, Seattle, Washington. Employee of Oregon-Nevada-California Fast Freight. Request is for a period of ninety (90) days, effective September 19, 1966, for the purpose of taking a Supervisory position at Astoria, Oregon.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case #

11-6-2649

- (L-496) ALBERT ROSE, member of Local 287, San Jose, California. Employee of Shamrock Truck Lines. Request is for a period from October 1, 1966 to December 31, 1966 for the reason he is still disabled as the result of industrial accident. Original leave of absence granted for 90 days by the Executive Board on July 15, 1966. NOTE: The original Leave of Absence mentioned above was "Improper Before the Committee", at the August, 1966 JWAC Meeting. (Refer to L-468) (#8-6-2514).
- (L-497) LAURENCE R. RAYMOND, member of Local 741, Seattle, Washington. Employee of L. A. Seattle Motor Express, Inc. Request is for a period of ninety (90) days, effective September 19, 1966, for the purpose of qualifying for Management position of Line Driver Supervisor.
- (L-498) HOWARD P. SKIDMORE, member of Local 357, Los Angeles, California. Employee of Coast Cartage Co. Request is for a period of sixty (60) days, effective October 7, 1966, for the purpose of non-Union position with Coast Cartage Co. as Dock Supervisor.
- (L-499) RAMIRO S. LEGASPI, member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective September 26, 1966, for the purpose of working as a Dispatcher.
- (L-500) WILBURN E. BILLINGTON, JR., member of Local 357, Los Angeles, California. Employee of Lee Way Motor Freight, Inc. Request is for a period of ninety (90) days, effective October 10, 1966, for the purpose of accepting a Foreman Trainee job.
- (L-501) EUGENE McMINN, member of Local 357, Los Angeles, California. Employee of Wescar Terminals, Inc. Request is for a period of ninety (90) days, effective October 17, 1966, for the purpose of a non-covered position as Supervisor.
- (L-502) JAMES PICCININI, member of Local 980, Santa Rosa, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective October 11, 1966, for the purpose of continuing a non-covered position with Company.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case #

11-6-2649

(L-503)

DONALD G. STROMBERG, member of Local 104, Phoenix, Arizona. Employee of Consolidated Freightways. Request is for a period of forty (40) days, effective September 12, 1966, for the purpose of completion of requirements for a Bachelor's Degree from Arizona State University.

(L-504)

B. L. BRAUN, member of Local 357, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective October 3, 1966, for the purpose of performing the duties of Dispatcher in Linehaul Dispatch.

(L-505)

PERCY S. COLSON, member of Local 224, Los Angeles, California. Employee of Post Transportation Co. Request is for a period of thirty-six (36) days, effective September 26, 1966, for the purpose of relieving Dispatcher.

NOTE: Previous Leave of Absence commencing April 1/65 for a period of 30 days was granted during the August, 1965 JWAC Meetings. Refer to Case #8-5-1988 - L-350)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and *AM*
5-6-2377 Transcon Lines

Joint Council 7 Dispute Company has no right under the contract to reject referrals from the Hiring Hall.

Case # LD-2139

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee January 20, 1966.

May JWAC Action: Referred to Joint Council #7 Hiring Hall Committee.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-6-2378 Transcon Lines *am*

Joint Cases originally filed through Hiring Hall Committee. Hearings
Council 7 consolidated by agreement.
Dispute

Brotherhood of Teamsters, Local 70 wishes to refile Joint Council
Labor Management Committee Case Numbers LD-1785 and LD-1789,
in accordance with the decision of Joint Western Area Committee
Case #5-5-1879.

Case Numbers LD-1785 and LD-1789.

May JWAC Action: That in this case and cases pertaining to this
case be referred back to the Hiring Hall Committee for adjudication.
In the event that they don't hear them, that this committee will
hold jurisdiction and then hear them, and that rules of procedure
governing the committee action of the Hiring Hall be reduced to
writing.

August JWAC Action: Based on the facts presented in Case 1879
involving Local 70 and Pacific Intermountain Express, that the claim
of the Union be denied in accordance with Article 38, Section 4 of
the Local 70 Pick-Up and Delivery Agreement, with the understanding
that the decision in this case sets no precedent for future cases.

NOTE: This is a statement of the two Co-Chairmen: It was not
the intent of the Local Union to apply the decision in this case to
Cases LD-1741 - 55, - 66, - 85, - 89, - 91, - 92, - 93, - 94, - 95,
and - 96, and those cases are referred back to the parties for further
investigation.

February JWAC Action: Postponed.

May JWAC Action: Referred to Joint Council #7 Hiring Hall
Committee.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2449 Peters Truck Lines

Joint On 12/20/65, at 1:00 p.m., a Redding line driver with Tractor 216
Council 7 and Vans 307 and 318 delivered a load of potatoes (900 bags) to
Dispute Lucky Stores in San Leandro on Peters B/L 104112 from Louie
Zenter of Hatfield, California. In order to get to Lucky Stores,
the unit had to pass by Peters Oakland terminal. After delivery
the driver returned to the Oakland yard for layover.

A month earlier, line driver Nunes had an identical load which he
delivered, which also contained freight for the Oakland terminal.
After the delivery of the spuds, he brought the freight to the
Oakland yard and took his layover.

On 1/26/66, driver Wilson from Sacramento passed the Oakland
terminal and dropped a Sea-Van at the Matson Terminal in Alameda.
He then returned to the Oakland terminal and picked up Van 312
loaded with freight and sent to Sacramento.

On occasion there have been loads of spuds to Santos Produce in
Hayward where the delivering driver would either lay over at the
Oakland terminal or drop his empty at the terminal and pick up a
loaded van for delivery outside of the local jurisdiction.

These specific incidents are clear violations of terminal by-passing
to avoid using local men and paying local wages.

Case # LD-2239.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Numbers 5-6-2449, 2450, and 2451 between
Local 70 and Peters Trucking will be postponed with the stipulation
that if the claim is upheld at the August JWAC, there will be no
pay claim for the period between the May JWAC and the August JWAC.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2450 Peters Truck Lines

Joint On Friday, 2/4/66, employee Howlett of Peters dropped a van at
Council 7 Safeway Produce in Richmond to be unloaded at Safeway convenience.
Dispute On 2/5/66, Saturday, the empty van was picked up by Ray Archer,
a lease driver, and returned to the Oakland terminal.

The empty van should have been picked up by a Local 70 man
employed by Peters Truck Lines.

Case # LD-2241.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

~~Deadlocked~~ Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Numbers 5-6-2449, 2450, and 2451
between Local 70 and Peters Trucking will be postponed with the
stipulation that if the claim is upheld at the August JWAC there will
be no pay claim for the period between the May JWAC and the
August JWAC.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2451 Peters Truck Lines

on

Joint On Saturday, 2/19/66, driver Palmer from Redding unloaded
Council 7 potatoes at Safeway in Richmond, then dropped one empty at Denver-
Dispute Chicago Terminal in Oakland, brought other empty into terminal,
picked up two freight vans and returned to Redding.

Violation of Article 45 to avoid paying local men.

Company claims the Redding-Oakland run is under the Agriculture
Agreement. The Oakland-Redding is standard line work.

Case #LD-2289.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Numbers 5-6-2449, 2450, and 2451
between Local 70 and Peters Trucking will be postponed with the
stipulation that if the claim is upheld at the August JWAC there will
be no pay claim for the period between the May JWAC and the
August JWAC.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
8-6-2540 Universal Transport System

Sold + mvd

Cement
Dispute

Case #C-56-11: - Driver Joseph Fonseca worked hauling aggregates from Centerville area, Alameda County, to Pacific Ready Mix Company, Mountain View plant. He was paid \$3.15 per hour line, straight time hourly rate in place of \$4.14 per hour, bunker to bunker rate as per Appendix 'A' of the current Ready Mix Bldg. Materials Contract. On 3-23-66, Fonseca had in 9 1/2 hours, 3-24-66 - 10 1/4 hours, and 3-25-66 - 10 3/4 hours. Fonseca was paid \$43.66 short. Union asks that Fonseca be paid and all other drivers so employed be paid the proper rate as per Contract.

Case #C-56-12: - On 2-17-66, 3-28-66, and 4-6-66, driver Ed Haven was assigned to haul aggregates, sand and/or gravel into Pacific Ready Mix Plant on the Peninsula from bunker at Niles. He was paid the cement haulers supplement rate of \$3.36 straight time instead of the Building Materials rate of \$4.14 per hour, plus \$6.21 overtime for any hours in excess of eight (8) hours per day. Haven was paid \$33.79 short. Local Union asks that the driver be paid the difference due him as per the contract.

Case #C-56-13: - Driver Elmer Hitchcock hauled aggregates on March 21, 29, and 31, 1966, and was paid \$3.15 per hour straight time. Bunker to bunker or inter-plant rate is \$4.14 per hour and time and one-half after 8 hours. Universal paid \$98.43 gross. Amount short is \$45.95. Union asks that Universal Transport be ordered to pay the scale for this work performed as per contract.

Case #C-56-14: - Driver Barney J. Bonacorso hauled aggregates on February 18 and March 30, 1966, into Pacific Ready Mix Company and was paid \$3.15 per hour straight instead of the bunker to bunker rate of \$4.14, plus overtime over 8. Bonacorso earned \$92.63, was paid \$63.78 - short \$28.85. Union demands that Universal Transport be ordered to pay the scale for this work performed as per contract.

Parties agreed to hear above four cases as one.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley JSC May 25, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 468, Oakland, California, and
8-6-2544 Delta Lines

on

O-T-R Runarounds for Abbott, Zack, Goodpasture, Davis, Parker,
Dispute Hilsmann, Myers and Johnson. Union is claiming runarounds
for these men because the Company ran bid men in place of extra
board men on the weekend, which was not their bid.

Case #CB-1883.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC May 18, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 551, Lewiston, Idaho, and
8-6-2550 Garrett Freight Lines

on

O-T-R Local 551 and its members protest the Portland, Oregon-Moscow,
Dispute Idaho bid which went into effect May 1, 1966, with drivers based
at Portland, Oregon. The bid being: Portland to Moscow via
Pasco-Colfax or Lewiston .

Case # 1393 (U).

JSC Motion: That this matter be referred to the JWAC because
it involves more than one Union area. Motion Carried.

Washington JSC date of action June 15, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
8-6-2552 Pacific Intermountain Express

Filed

Tanker
Dispute

On Monday, the 16th of May, at approximately 2:00 p.m., a Western Commercial Truck running on P. I. E.'s rights was dispatched to Holtville, California for the purpose of pumping off a load for one of the Western Commercial Trailers that had been tied up by the State Highway Patrol because of a leak.

Al Hauser was first out on the rotating board and according to agreed on dispatch procedures should have taken this trip. Hauser, incidentally did not go out for approximately 24 hours later. Therefore, we are requesting pay to Hauser for a round trip to Holtville.

Case # T-66-406 (Tanker)

JSC Motion: That the claim of the Union be upheld.

Deadlocked California-Arizona Joint State Tank Committee
(no date given)

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 886, Oklahoma City, Oklahoma, and
8-6-2554 Transcon Lines

on

O-T-R Ellis Yates and James Nutt enroute from Oklahoma City to
Dispute Oakland March 19, 1966, and broke down at Tucumcari, New
Mexico and were held with the equipment and making arrangements
for repair 1-1/3 hours before being released to go to hotel.
Company refused to pay claim. This claim is for 1-1/3 hours.

Case #SC-5-6-7312.

JSC Motion: That the claim of Yates and Nutt is allowed.

Deadlocked Southern California JSC May 2, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 980, Santa Rosa, California, and
 8-6-2559 Willig Freight Lines

Joint Willig drivers spot vans at Flour Company for loading by Flour
 Council 7 employees.
 Dispute

Local 980 Willig drivers must do the loading or stand-by if
 Flour employees do the loading.

Summation of Employer Position: Flour either loads and takes
 in excess of 24 hours (ref: Article 45, Section 2 (a) (3) but in all
 cases, even if less than 24 hours, Flour Company maintains
 that Flour employees must do the loading due to the nature of
 the commodity - special order water towers (KD).

Case #LD-2367.

Joint Council #7 Labor-Management Committee Motion: That
 based on the facts presented, Article 45, Section 2 (a) (4) applies.

Deadlocked Joint Council #7 Labor-Management Committee
 June 16, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and
8-6-2560 Garrett Freightlines

Stad + mrd

O-T-R On May 16, 1966, a Pocatello domiciled sleeper team of drivers
Dispute Wells and Dudley was dispatched from Pocatello to Denver via
Burley, Idaho. The team was to pick up a load of frozen at Burley
and take it on to Denver, but when they arrived at Burley, they
found that the load had already been moved from Burley to Pocatello
and accordingly, they were returned to Pocatello where they
picked up the load of frozen and proceeded on to Denver.

The Union claims that since the distance from Pocatello to
Burley is only 80 miles that the team was entitled to a 500 mile
minimum for this portion of the dispatch.

Case #743 (June 66-6)

JSC Motion: That the drivers be paid an eight hour minimum
for that portion of the run from Pocatello to Burley and back to
Pocatello and that they were properly entitled to pull that load
on to Denver.

Deadlocked Utah-Idaho JSC June 22, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-6-2585 Navajo Freight Lines

an

Joint
Council 7
Dispute

Union Position: Man should be paid a days pay when Company refused to use him after dispatch from Hiring Hall as casual.

Employer Position: Man was used on prior date. Company sent letter to hall requesting that he not be dispatched again, therefore he was refused when the hall dispatched him on a subsequent date.

Case # LD-2405.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 21, 1966.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 231, Bellingham, Washington, and *On*
8-6-2594 O. N. C. Fast Freight

O-T-R Union objects to memo posted by O.N.C. at their Seattle terminal
Dispute dated May 25, 1966. Memo as follows: "All out-of-town drivers
at Seattle: Transportation is available at night to suitable eating
places in the terminal area. There are several all-night restaurants
available in the south end of Seattle. You are expected to eat at
Seattle on turn schedules and schedules going beyond this terminal
in order to speed up arrivals at destination points. The dispatcher
on duty will assign you transportation."

Case #1446 (U).

JSC Motion: Union's position be upheld.

Deadlocked Washington JSC July 20, 1966.

August JWAC Action: Postponed. The Company and the Union
are instructed to try and work out a satisfactory arrangement on
the lunch period at Seattle, and that the committee will hold jurisdiction
of the case and it is referred back to the parties.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and *on*
8-6-2602 Sea Land Freight Service, Inc.

Interpre- Does a rate posted by the Company give that Company the right
tation to violate the Sub-Contracting clause Article 32, National Master
Freight Agreement.

It is agreed that Article 43, Section 1 (d) shall have been satisfied
if this grievance is heard during the August, 1966 , Joint
Western Area Committee Grievance Meeting.

No Case Number.

Washington JSC - no date of action given.

August JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and *en*
11-6-2650 California Motor Express

Joint Council 7 Dispute Summation of Union Position: If the Company uses a heavy duty driver from the Hiring Hall, then either -

- (1) The senior bobtail driver who is qualified for HD should be given the HD work (the hall man getting the bobtail work).

Or

- (2) The Senior bobtail driver who is qualified for HD can be left on the bobtail job but must be paid the heavy duty rate of pay.

Summation of Employer Position: That when a permanent position becomes open, the Company will offer that position to the other employees on the basis of seniority. This does not apply to day-to-day use of casuals who are used as replacements for absenteeism, etc., as is the case here.

Case #LD-2461.

Joint Council #7 Labor-Management Committee Motion: That the Company is instructed to comply with Article 39 (5) when a permanent position becomes open.

Deadlocked Joint Council #7 Labor-Management Committee
August 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
11-6-2651 Coast Drayage

an

Joint Company uses subhaulers who leave the terminal before regulars
Council 7 start. Union requests this practice be stopped and that all employees
Dispute who have lost wages over the period of time this practice has been
in existence be justly compensated.

Employer Position:

Article 48 allows the Company to use subhaulers if all seniority
employees are scheduled to work.

Case #LD-2484.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 1, 1966.

Minutes

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and *en*
11-6-2652 Coast Drayage

Master Coast uses owner-operators to deprive local men of work. Union
Dispute requests the Company to cease using owner-operators; also
requests wages at the applicable rates be paid to Local 70 men
who should have been utilized and owner-operators be compensated
with fringe benefits and back wages according to the contract.

Employer Position:

Company uses permitted subhaulers to handle overflow freight
after all regular people are utilized.

Case #LD-2503.

Joint Council #7 Labor Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and *an*
11-6-2653 Coast Drayage

Master Hogrefe dropped a 55 gallon drum off his trailer causing an accident.
Dispute He was charged with hit and run and a loading violation. He
hired an attorney who beat the hit and run charge. Company
paid loading violation. Union requests that Company reimburse
Hogrefe for attorney fees, travel costs, meals, time off work
and all other costs incurred when Hogrefe defended himself on
the hit and run charge.

Employer Position:

Company does not have to pay for costs when employee defends
himself on a criminal charge.

Case #LD-2554.

Joint Council #7 Labor Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
11-6-2654 Haslett Trucking Company

md

Joint Whether Codeglia, with 19 years of seniority, can take all four
Council 7 weeks of vacation and receive all four weeks of pay if the vacation
Dispute is taken prior to his anniversary date.

Case #LD-2351.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
August 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
11-6-2655 Los Angeles-Seattle Motor Express

on

Joint
Council 7
Dispute

Summation Of Union Position: It is not necessary to work 13 days in a calendar month in order to qualify for holiday and vacation benefits.

Summation Of Employer Position: Employees not on leave of absence qualify for holiday and vacation benefits by working 13 days in a calendar month.

Case #LD-2419.

Joint Council #7 Labor-Management Committee Motion: That based on the facts in this case, the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
August 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and *on*
11-6-2656 O. N. C.

Joint Union claims O.N.C. is discriminating against George Delacruz
Council 7 because of his Union activities in the past while employed at
Dispute O.N.C. Company now refuses to use Delacruz as a casual out
of the Hiring Hall. Union requests pay for each day that other
casuals were used in place of Delacruz.

Employer Position:

Delacruz was an unsatisfactory employee when he was a regular
employee of O.N.C. He quit to go into business for himself
and has now returned to the area to do Teamster work as a casual
out of the hall. O.N.C. wrote a letter to Local 70 requesting
that Delacruz not be dispatched to O.N.C. as a casual.

Case #LD-2551.

Joint Council #7 Labor Management Committee Motion: That
the Union claim is denied.

Deadlocked Joint Council #7 Labor-Management Committee
October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and *on*
11-6-2657 O. N. C.

Joint Company sent letter to Local 70 requesting that Dan Melton
Council 7 not be sent to O.N.C.
Dispute

Letter arrived June 6, 1966 after Melton had been sent from
the Hiring Hall to O.N.C. He was refused employment and the
Union requests a days pay.

Case LD-2465.

JSC Motion: That the Union position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
September 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, add, *an*
11-6-2658 Transcon Lines

Joint On weekends (Saturday & Sunday) Company refuses to put hostler
Council 7 on duty to hostile line equipment. Union requests day's pay for
Dispute each shift that this was done and for the Company to put local
Interpre- people on this job in the future. Pay to be for man on a wheel
tation basis as practice.

Employer Position:

Records indicate there is no need for a hostler on weekends.

Case #LD-2467.

Joint Council #7 Labor-Management Committee Motion: That
due to the fact this case involves sleeper drivers, this case is
referred to the J.W.C. for interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of action,
September 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
11-6-2659 Wells Cargo

an

Joint
Council 7
Dispute

Union requests pay for Local 70 men when Reno based driver make up and break up their equipment and fuel their tractors in the Berkeley yard. Union requests 2 days pay for 8/9/66; day's pay for August 3 when line driver dropped and hooked his own trailer; day's pay for August 2nd when line driver dropped and hooked his own trailer; day's pay for August 3rd when line driver fueled his own tractor.

Employer Position:

Line drivers may perform this work under the line agreement (they receive local pay when they do this work) when done outside the normal hours of the terminal.

Cases Number LD-2498 - 2499 - 2500 - and 2501.

Joint Council #7 Labor Management Committee Motion: That the Union claim be upheld provided the terminal was open.

Deadlocked Joint Council #7 Labor-Management Committee
September 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and *en*
11-6-2660 Consolidated Freightways

Master Local 81 is in dispute with Consolidated Freightways over their
Dispute refusal to return Mr. Zenger to the Over-The-Road operation.
Since a slight cardiac infraction in 1963 Mr. Zenger has worked for
Consolidated Freightways as a hostler. Dr. Brill who is a heart
specialist can find no reason why Mr. Zenger should not be allowed
to return to his position as an Over-The-Road driver at this time.

The Company contends that complainant had requested and had been
granted a transfer to the Hostling Department. That hostling and
line drivers had worked on a separate seniority list, and the
complainant had acquired over three years hostling seniority
and that when he transferred to that department he had lost his line
driving seniority.

Case #784.

JSC Motion: That the Union position be denied.

Deadlocked Oregon JSC (no date of action given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-6-2661 Consolidated Freightways

Qm

Master
Dispute

Local 81 is in dispute with Consolidated Freightways for arbitrarily discontinuing rating the drivers copy of his pay form.

The Company contends that it had complied fully with all provisions within the contract and that all payroll information which had been previously reported on the original pay forms, was now being furnished to the drivers on their check stubs and that in actuality the new system was more effective and more beneficial to the employees than the old method.

Case #791.

JSC Motion: That the Union position be denied.

Deadlocked Oregon JSC September 31, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
11-6-2662 Consolidated Freightways, Inc.

on

O-T-R
Dispute

The Company contends that this has been a past practice for years to interchange equipment with other carriers when they are over-matched. On the nights in question, they had an unbalanced situation, the Seattle rates are suppressed and they have to have a return load to operate. There was no power equipment available at C. F., consequently they had O. N. C. drivers pull C. F. boxes north.

The Union contends that the Company subcontracted equipment to O. N. C. while its own drivers were available, while only nine men on the extra board at C. F. worked that night; April 27th and April 28th, 1966, and when C. F. had equipment available. The Union is claiming that this was in violation of the above named Agreements and the Union is also claiming pay for the two senior drivers on the C. F. Board who did not work on these nights.

Case #779.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC (no date of action given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and *on*
11-6-2663 O. N. C. Fast Freight

O-T-R
Dispute


Local Union protests Company rejection of time claimed by Larry Finkle on pay form #219372 on August 20, 1966. Union contends that on that date the complainant had been requested to perform certain services for the Company and that when he had recorded a fifteen minute claim the Company had declined payment. Union contends that the Company's requirements and reporting procedures had been in excess of what was normally required and that Complainant should have been paid for any work performed at Company's request.

Case #794.

JSC Motion: That the Union position be upheld.

Deadlocked Oregon JSC September 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and 
11-6-2664 O. N. C. Fast Freight

O-T-R Local 81 is claiming 2 hours runaround pay for driver George Bakke
Dispute from Oregon-Nevada-California Fast Freight incurred through
improper dispatching on June 16, 1966.

The Union contends that Bakke holds by bid the first Portland-
Seattle turnaround run out of Portland. On the day in question, the
Company dispatched a foreign extra board man north with a Seattle
load two hours ahead of Bakke which is in violation of agreed upon
dispatch rules that provide that domiciled bid men will be dispatched
ahead of foreign extra board men. Therefore, he is entitled to the
runaround pay as claimed.

Case Number. - None.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC July 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-6-2665

Local 85, San Francisco, California, and
Call-Mac Transportation

an

Joint
Council 7
Dispute

Union claims four days pay when Wegg was on layoff and runaround
by B. Mackey who is junior to Wegg.

Employer Position:

B. Mackey is senior to Wegg according to a previous JSC case
and therefore, Wegg was properly laid off while B. Mackey worked.

Case #LD-2549.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and *an*
11-6-2666 Welding Service Sales

Joint Local 85 wishes to know whether the wording of the notice issued
Council 7 to Mraz is proper under the terms of the agreement.
Dispute


Case #LD-2542.

Joint Council #7 Labor Management Committee Motion: That
we hear it as a discharge.

Deadlocked Joint Council #7 Labor-Management Committee
October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 104, Phoenix, Arizona, and
11-6-2667 T.I.M.E. Freight, Inc. 

Interpre-
tation

Part 'A' (JSC-338 - 340 through - 347):

Money claims for meal stops for several drivers for "Ammo" loads.

Part 'B' (JSC-349 through - 352)

Claim for premium mileage rate for three drivers (escorts for "Ammo" loads)

Part 'A' - The claim of the Union is for meal stop pay for 'ammo' drivers.

Part 'B' - The Union claims penalty mileage rate for escort drivers as is paid to "ammo" drivers because the escort has to observe all driving procedures of the ammo driver.

Part 'A' - The Company claims that since it is providing observer of the "ammo" load by an escort driver, that "ammo" drivers will log their meal stop as off-duty unpaid time.

Part 'B' - The Company position is that the escort driver is dispatched far enough behind the "ammo" driver so that he does not have to make railroad stops, etc.

Cases #JSC-338, - 340, through - 347 (Part 'A') and JSC - 349 through - 352 (Part 'B').

JSC Motion: That the Joint State Committee retains jurisdiction and refers the issue to the Joint Western Area Committee for interpretation in this particular situation. Motion Carried.

Cases JSC-338 - 340 through - 347 and JSC- 349 through 352 heard as one case.

Arizona-New Mexico JSC October 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona, and
11-6-2668 Watson-Wilson Transportation System, Inc. *an*

O-T-R JSC-361 and JSC-362 were considered as one because of principle
Dispute involved.
Money claims for premium mileage rate for two drivers.

The Union claims these trips should carry the Class 'A' extended rate of one-half cent per mile penalty payment.

The Union claims it was high explosive shipment to Chino Lake, California.

The Company does not agree with the Union position in these cases because the type of cargo would not carry penalty premium.

The shipment of adaptor boosters on government bill of lading would not class as hazardous cargo with penalty mileage rate of one-half cent.

Cases No. JSC-361 and 362.

JSC Motion: That the Union position be sustained.

Deadlocked Arizona-New Mexico JSC October 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and *on*
11-6-2669 Delta Lines , Inc.

Interpre- A dispute exists between Local 150 and Delta Lines, Inc. as to
tation the interpretation of Article 56 of the O.T.R. Supplement based
on the following factual case:

On July 1, 1966 Delta Lines, Inc. arbitrarily adjusted mileages historically in effect between 22 stations. Such adjustments range from 1 mile to 19 miles. Each of these adjustments could on any given night effect Sacramento based line drivers.

Under Article 56, in the event a dispute over mileage develops , official AAA mileage shall be used when available. However, a dispute must exist prior to utilizing the formulas for changing of disputed mileages contained in Article 56.

Local 150 was not notified that the Company was in dispute with the established mileages and desired to review them. Local 150 was not aware that any changes were contemplated by the Company until contacted by aggrieved members after they received their first pay subsequent to July 1, 1966.

Unions Position: Without prior notice to the Union of a dispute over established mileages, and at least the offer to discuss and check the contemplated changes prior to their being put into effect, any reduction in established mileages, whether warranted or not is improper under the intent of Article 56, and the Company should be required to reinstate the previously established mileages, compensate the drivers for all monies lost by the Company's improper actions until the anniversary date of the contract following proper notification and discussion with the Union.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
11-6-2670 Los Angeles-Seattle Motor Express

on

O-T-R
Dispute


Local 180 takes the position that Los Angeles -Seattle Motor Express owes Howard Puryear and Frank Hall the difference in mileage between Redding, California and Portland, Oregon on trip 6-14-66 to 6-16-66 at the applicable rate of pay. This team was dispatched out of Los Angeles with a Seattle load. They were advised by the dispatcher in Corning to call him from Redding. There was a Seattle team arriving in Redding with a Los Angeles load, they were instructed to switch loads and come back to Los Angeles. Redding is not a break point and shall not be used as such. The next break point beyond is Portland. Therefore, they should be paid the mileage to Portland.

Case #SC-9-6-7879.

JSC Motion: That the claim of Howard Puryear and Frank Hall be allowed.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and 
11-6-2671 Milne Truck Lines

O-T-R Local 180 takes the position that the Company owes Eddie
Dispute Barragan and Frank Garcia one Tucson trip on July 26, 1966,
due to the fact they were in Los Angeles at 8:30 P.M. and did
call from Indio per Company instructions and were available for
the turn trip. This load was sent out at 11:30 P.M. by Single
man to Yuma.

Case #SC-9-6-7883.

JSC Motion: That the claim of Barragan and Garcia be allowed.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and *Sjm*
11-6-2672 Navajo Freight Lines, Inc.

Seniority Local 180 takes the position that Gaylen Dowd should be placed
 on the seniority list at Navajo Freight Lines, due to the fact
 that he worked for this Company for 30 days.

Case #SC-10-6-8038.

JSC Motion: That Gaylen Dowd is a regular employee of
Navajo Freight Lines with a seniority date of April 25, 1966.

Deadlocked Southern California JSC October 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2673 Pacific Intermountain Express

O-T-R
Dispute

Local 180 takes the position that R. W. Bangham should be paid for a round trip to Chicago. Mr. Bangham has two phone numbers, he has registered in the dispatch office for over one year and he has been reached at the second number many times in the past. On June 21, 1966, he was at the second telephone number waiting for a call, was run around for a full Chicago trip.

Case #SC-9-6-7894.

JSC Motion: That based on the facts presented in this case, the claim of Rodney W. Bangham be allowed.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2674 Pacific Intermountain Express

an

O-T-R
Dispute

Local 180 takes the position that P.I.E. owes R. W. Bangham 16-1/2 hours runaround time at the rate of \$3.25 per hour, on July 21, 1966, Mr. Bangham was called at 12:30 A.M. for a 2:30 A.M. departure, this being a late call he refused the call. Other people were dispatched at 9:00 A.M. on July 21, 1966. Mr. Bangham did not get out until 0130 A.M. on July 22, 1966. Therefore, he is entitled to be paid for the time. A total sum of \$51.98 is due him.

Case #SC-9-6-7895.

JSC Motion: That the claim of Rodney W. Bangham be allowed.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2675 Pacific Intermountain Express

an

O-T-R
Dispute

Local 180 takes the position that Earl E. Woodard and partner should be paid for the difference in mileage between Salt Lake City and Minneapolis, Minnesota via proper P. I. E. routing. This is an eastern board team and they were cut off in Salt Lake City with a load going to Minneapolis, Minnesota. Therefore, they should be paid the difference. This happened on June 4/66 on Truck #B-3254 paylog #75132.

Case #SC-9-6-7896.

JSC Motion: That the claim of Earl Woodard and partner be denied.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2676 Pacific Intermountain Express

on

O-T-R Local 180 takes the position that P.I.E. owes Sam Grace and
Dispute Lee Brooks 24 hours pay at the rate of \$3.15 per hour, a total
sum of \$75.60 due each man. They departed Los Angeles for
Salt Lake City on June 18, 1966 with Salt Lake City lay-point.
They had enough hours to return to Los Angeles but they were
sent to Seattle. They were held in Seattle for 24 hours without
pay. Therefore, they are entitled to be paid the time.

Case #SC-9-6-7898.

JSC Motion: That the claim of Sam Grace and Lee Brooks
be allowed.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2677 Transcon Lines

gm

O-T-R Local 180 takes the position that the Company owes Charles S. Davis
Dispute \$8.48 due him for meals while tying up because of the hours of
darkness while running with a permit load that could move by
daylight hours only. Mr. Davis did follow instructions per driving
orders. When he arrived at Oklahoma City, submitted receipts
for meals and lodging, the meals were refused and therefore we
feel he is entitled to be reimbursed for meals as well as lodging.

Case #SC-10-6-8047.

JSC Motion: That the claim of Charles Davis is denied.

Deadlocked Southern California JSC October 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 180, Los Angeles, California, and
11-6-2678 Transcon Lines

O-T-R
Dispute

It is the position of Local 180 that the Company owes Otis R. Black and D. F. Weeden 5/12 of one hour at the rate of \$3.25 per hour, a total sum of \$1.35 due each man. On trip July 8, 1966 through July 10, 1966, this team was sent out of Oklahoma City low on fuel because of a over-load on drive axle . They were required to take on fuel in route to make the regular fuel stop. The place where they took on fuel was not a fuel stop, but they were authorized to do so on their original driving orders.

Case #SC-10-6-8046.

JSC Motion: That the claim of Otis Black and D. F. Weeden be allowed.

Deadlocked Southern California JSC October 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2679 California Trucking Association

an

Interpre-
tation

Local 208 disagrees with the interpretation the California Trucking Association ascribed to Article 52 of the Supplemental Freight Agreement, under which interpretation some trucking firms claim entitlement to omit pension contributions on certain casual employees. Omission of payments and the resulting disagreement raised herein revolve around the contract language "Each Day Worked." The Association claims such language means 8 hours or more, and subsequently supports the alleged right of some employers to retain the contributions due the casual employee who is utilized less than 8 hours - a penalty to both the casual employee and anyone affected by the prosperity of the pension fund.

Conversely, it is the contention of the Union that "Each Day Worked" means a shift of 4 hours or more, as applied to any casual employee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-6-2680

Local 208, Los Angeles, California, and
No Company Involved

md

Interpre-
tation

The Local Union wishes to have Article 42 interpreted as to the meaning of Employers in setting up the Joint State Committee. Does it mean that a trucking Employer must be selected as a panel member or can the California Trucking Association have professional people sitting in place of the Employer.

We feel that it is a violation of the contract for the California Trucking Association to sit as panel members to hear disputes under the Agreement.

Case Number - None.

Joint Western Area Committee

Case # 11 - 6 - 2 6 8 0

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2681 No Company Involved

an

Interpre-
tation

The Local Cartage wage scale is \$3.59 per hour. Is a Company entitled to reduce that wage scale when a driver goes outside territorial jurisdiction of the Local Union, reducing that wage by virtue of claiming that this is short-line work, thereby \$3.46 per hour, with no overtime provision for Saturday.

The Local Union feels that \$3.59 per hour should be the wage scale paid for drivers picking up and driving. For example: In the city of Riverside or San Bernardino and the rate of work performed on Saturday should be one and one-half times this rate.

We request clarification of this section of the contract.

Case Number - None.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2682 No Company Involved

an

Interpre- The Local Cartage wage scale being \$3.59 per hour, is a Company
tation entitled to reduce that wage scale when a driver goes outside
territorial jurisdiction of the Local Union, reducing that wage
by virtue of claiming that this is short line work, thereby
\$3.46 per hour, with no overtime provision for Saturday.

The Local Union feels that \$3.59 per hour should be the wage
scale paid for drivers picking up and driving. For example: In
the City of Riverside or San Bernardino and the rate of work
performed on Saturday should be one and one-half times this rate.

We request clarification of this section of the contract.

Case #SC-9-6-7992.

JSC Motion: That this case is deemed to be an interpretive
matter and therefore is forwarded to the J.W.A.C. for proper
action. MOTION CARRIED.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2683 California Trucking Association

an

Interpre-
tation

When a Company has 16 regular drivers with 16 regular trucks, and 16 regular runs and/or positions, and at a later date as the regular drivers quit or are terminated or transferred to another terminal of the same Company in another local area, can the Company dispose of the regular truck and hire an owner operator to do the regular run or position which was normally performed by the regular driver?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2684 Transcon Lines

an

Interpre- After the annual bid can the Employer take stops off a bid run
tation that at the time of bidding these runs contained certain pickup?
The Employer is taking the regular run, regular stops off and
giving them to a shag driver and bringing the regular run drivers
in, thereby depriving him of his overtime.

Case #SC-10-6-8105.

JSC Motion: That this case is deemed to be interpretative and
is therefore forwarded to the Joint Western Area Committee for
proper action. Motion Carried.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2685 Willig Transportation



Seniority I feel that the agreement signed by the Company and then President, William Croysdill, is good and valid. This agreement was signed on May 21, 1962. I believe by the Company refusing to put me back to work is a violation of my seniority status per the contract. Signed: W. E. Burgess.

Case #SC-10-6-8108.

JSC Motion: That W. E. Burgess be reinstated at Willig Transportation with full seniority and no compensation for time off.

Deadlocked Southern California JSC October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 222, Salt Lake City, Utah, and
11-6-2686 Garrett Freightlines, Inc.

an

O-T-R A Salt Lake domiciled sleeper team of Transue and Lambertsen
Dispute broke down on Highway 91 near Baker, California. They spent
5-1/2 hours on duty and then went off duty.

It is the Union's position that the first 5-1/2 hours should be paid
as work time under Maintenance of Standards and thereafter the
team should receive the full eight hours breakdown pay.

It is the Company's position that the 5-1/2 hours on duty time
should be counted toward the first eight hours of breakdown pay
under a decision of the Multi-Conference Committee.

Case #815 (Sept. 66-21)

JSC Motion: That the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC September 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 222, Salt Lake City, Utah, and
11-6-2687 I. M. L. Freight, Inc.

on

Master
Dispute

Frank E. Miller, a Salt Lake line driver, is claiming three quarters of an hour as time spent taking an I. C. C. required physical examination under provisions of Article 45, Section 1, Page 73 of the Over-The-Road Supplement.

Union claims time consumed at place of examination under Article 45, Section 1.

It is the Company's position that time spent taking physical examinations is not payable unless taken during regular on duty hours.

Case #800 (Sept. 66-6)

JSC Motion: That the claim be denied.

Deadlocked Utah-Idaho JSC September 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 222, Salt Lake City, Utah, and
11-6-2688 Pacific Intermountain Express

an

Interpre-
tation

The case involves a claim for premium work on Monday, July 4/66, a holiday. Mr. Hale has a regular bid shift Monday through Friday. Mr. Hyde has a regular bid shift Tuesday through Saturday. The Company works an optional Monday through Friday-Tuesday through Saturday work week. Hyde is senior to Hale. The Company awarded the holiday work on July 4th to Hyde on a seniority basis.

It is the Union's position that the work on the holiday (Monday, July 4th) should have gone to Hale, the junior employee, since his bid shift included that Monday. The Union relies on an interpretation handed down by the Joint Western Committee in 1964 to the effect that on holidays which fell on Saturday (in areas which had an alternate Monday-Friday, Tuesday-Saturday work week) first choice of holiday work went to the employee whose bid work week included the Saturday. Union contends this rule should apply to holidays falling on Monday.

It is the Company's position that since the Monday holiday was premium work it should be awarded in strict seniority basis and that the Company has consistently followed this practice for many years.

Case #804 (Sept. 66-10)

JSC Motion: That this case be referred to the Joint Western Area Committee for decision at its November, 1966 session.

Motion Carried.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 224, Los Angeles, California, and
11-6-2689 Milne Truck Lines

O-T-R Local 224 on behalf of Harold Andrews is asking the difference
Dispute in pay between a Las Vegas and a Phoenix trip through misdispatch
in the amount of \$24.02. (8-9-66)

Case #SC-10-6-8014.

JSC Motion: That based on the facts presented, there was no
violation of the dispatch rules, therefore, the claim of Harold
Andrews is denied.

Deadlocked Southern California JSC October 3, 1966.

*Des. Docked
ID 2554
11-6-2653*

September 16, 1966

Coast Drayage

Teamsters Local 70

Henry Hogrefe

X

Chuck Mack

Company

Henry

Article 36

On 4-12-66,

Mr. Hogrefe, while in the employ of Coast Drayage, lost an empty 55 gallon drum off his trailer. He subsequently was charged by the State with hit and run and a loading violation. Mr. Hogrefe, brought these charges to the attention of the Company and they informed him that the charges were his responsibility and for him to take any action he desired. Mr. Hogrefe hired an Attorney, who succeeded in having the hit and run charge dropped and joined the Company as a defendant in the loading violation. The Company, after discussion with the Union and C.T.A., paid the loading violation.

Does not agree.

Union requesting that the Company be directed to comply with Article 36 and also to reimburse Mr. Hogrefe for his attorney's fees, transportation costs, meal costs, time off work, and all other costs involved in this incident.

Chuck Mack, Business Agent Local 70

CH:ep

open-20

cc: Coast Drayage

Certified Mail-Return Receipt Requested

TEAMSTERS LOCAL 70
INFORMATION OF COMPLAINT OR GRIEVANCE

Date reported Aug 20, 1966

Name Henry Hogebe

Ledger No. _____

Address _____ Home Phone _____

Name of Firm Coast Drayage Business Phone _____

Your Supervisor Ed Adams

Shop Steward's Name Mickey Dedrich

Type of Contract and Section violated Article 36 Master

Give complete report of complaint: Hogebe on April 18 while in
the employ of Coast Drayage lost an ^{empty 55 gallon} drum off
his trailer. He subsequently was charged by the
state with hit and run and a loading violation.
Hogebe, brought these charges to the attention of
the Company and they informed him that the
~~charges~~ charges were his responsibility and for
him to take ^{any} action he desired. Hogebe hired
an attorney who succeeded in having the hit
and run charge dropped and joined the Company

Action taken and results obtained: as a defendant in the loading
violation. The Company after discussion with the
Union ^{business} agent and C.T.A. paid the loading violation ^{directly}.
It is our request that the Company be ~~asked~~
to comply with Article 36 and ^{also} reimburse
Hogebe for his attorney fees, transportation costs, meal
costs, and time off work (~~day~~) and all other
costs involved in this incident

Reported to: _____ Signed _____

Date _____

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
11-6-2690 O. N. C. Motor Freight System

an

O-T-R Local 224 on behalf of Paul Shoobs claims check and fuel time
Dispute on a Fresno run. On the layover trip of 6-21-66, 6-22-66,
Mr. Shoobs claimed and was denied check and fuel pay. This
run is paid as 8 hours for miles driven plus work time. Rider
#205 is in effect at O.N.C. for the mileage runs.

Case #SC-9-6-7860.

JSC Motion: That the claim of the Union is denied.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
11-6-2691 Brunswig Drug Company

on

Joint Union claims pay for a local man for a Saturday when the
Council 7 Company used a common carrier to make deliveries.
Dispute

Case # LD-2528.

Joint Council #7 Labor-Management Committee Motion: That
based on the facts presented, the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
11-6-2692 Delta Lines, Inc.

27

Joint
Council 7
Dispute

Company used Gregg for 12 days then refused him on the 13th day.

Union Position:

That Gregg has attained seniority. There is no money claimed.

Employer Position:

Applied Article 38 (4) - Rejection - because the man's records had not been completely checked.

Case # LD-2487.

Joint Council #7 Labor-Management Committee Motion: That based on the facts presented, the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
11-6-2693 Mainline Refrigerated Transport

ON

Joint Union claims a day's pay for a local man when a line driver
Council 7 went to a meat Company in San Jose, had pallets of fresh meat
Dispute loaded on, and drove to Los Angeles.

Case #LD-2524.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
11-6-2694 Mainline Refrigerated

ON

Joint Local Union claims a day's pay for a local man when a line
Council 7 driver went to Mohawk Meat Company in San Jose, had pallets
Dispute of meat loaded on, and drove to Los Angeles.

Case #LD-2523, and #LD-2525.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 315, Martinez, California, and
11-6-2695 Bigge Transportation

an

Joint Union asking for a day's wages on 9/13/66 for two (2) men at
Council 7 the top of the Hiring Hall list while Local 70 men came into our
Dispute area, picked up loads and delivered in our area.

Employer Position:

This is a specialized operation of moving loads of skelp. Company has done this for twenty-five (25) years in this way.

Case #LD-2559.

Joint Council #7 Labor-Management Committee Motion: That the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 315, Martinez, California, and
11-6-2696 Everts Commercial Transportation

Interpre- O.N.C. employed Cladel Roberts as an area lumper and fork lift
tation operator, loading and unloading their equipment at International
Harvester Company. In the November, 1965 meeting of the J.W.A.C.
Joint in Case #11-5-2119, the J.W.A.C. denied the claim of Local 315
Council 7 that Roberts should be classified as a seniority employee of O.N.C.,
Supplement which decision in effect kept him in the status of an area lumper
and fork lift driver. On 9/20/66 he was notified that because of the
lumper situation he was being "laid off" as such. Subsequent to
Case #11-5-2119 decision the Union and Company worked out an
agreement that man went on payroll as steady employee in Local 315,
then man continued to do same type of work until 9/20/66.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 386, Modesto, California, and *on*
11-6-2697 Bettencourt Bros. Milk & Livestock, and Souza Milk Transportation

Tank- Union bases claims on J.W.C. Case #7-395 and claims milk
Truck haulers scale under specialized contracts of the agreement,
Interpre- Article 38, Section 1.
tation

Companies claim they had a decision that they were under the Tank Agreement and the tank scale applied.

Case Numbers T-86-494 and T-86-495. (Heard as one case)

JSC Motion: That these cases, T-86-494 and T-86-495 be referred to the Joint Western Committee for interpretation.
Motion Carried.

California-Arizona Joint State Tank Committee date of action
August 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 467, San Bernardino, California, and
11-6-2698 Los Angeles City Express

on

Interpre- Section (f) - "Peddle run or short line drivers shall be restricted
tation to the loading and/or unloading of freight from the driver's own
equipment only. If such driver operates into an area where the
rate of pay under which he works, conflicts with local area rates
he shall receive the higher hourly rate and daily overtime after
eight (8) hours."

If a peddle run driver delivers into an area on Saturday where
the work week is limited to a Monday through Friday work week,
should such peddle run driver receive time and one-half (1-1/2)
for Saturday's work?

Case #SC-10-6-7999.

JSC Motion: That this case is deemed to be interpretative and
is therefore referred to the Joint Western Area Committee for
proper action. Motion Carried.

Southern California JSC October 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-6-2699

310
Local 468, Oakland, California, and
Consolidated Freightways

O-T-R
Dispute

Money claim. Union is asking eight hours pay for Tom Stonestreet and Ernest Harvey on August 23, 1966, as men came to their terminal and were dispatched out on a trip less than five hundred miles out-bound, as per Article 43, Paragraph (a) (b) and (c).

Case Number - None.

JSC Motion: That the men be paid eight hours each.

Deadlocked California Bay JSC September 20, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 468, Oakland, California, and
11-6-2700 Watson-Wilson Yellow Transportation

an

Interpre- The question is that if an employee refuses to move on the original
tation move and takes a lay-off status at the home terminal, can he go
to work in another terminal and hold his seniority at the home
terminal?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 483, Boise, Idaho, and
11-6-2701 Consolidated Freightways, Inc.

AM

O-T-R
Dispute

Ralph Bowen is a Boise based line driver with a bid run from Boise to Winnemucca, Nevada, departing Tuesday, Thursday and Saturday. This run is part of the Company's relay operation between Boise and Oakland, which consists of a full division from Oakland to Reno (layover and return); a Reno-Winnemucca turnaround; and a Boise-Winnemucca division (layover and return)

On the weekends of July 10 and July 17, 1966, Bowen's run was cancelled. He claims a runaround due to the fact that sleepers passed through Winnemucca and into Boise. On July 10, one sleeper arrived at Boise with Boise freight at noon and the second sleeper arrived at 12:05. On July 17 one sleeper arrived at Boise with Boise freight at 12:45 p.m.

Case #795 (Sept. 66-1)

JSC Motion: That the Union's claims be allowed.

Deadlocked Utah-Idaho JSC September 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 483, Boise, Idaho - Local 556, Walla Walla, Washington, and
11-6-2702 Garrett Freightlines, Inc. *en*

O-T-R Local 483 is requesting that the Company be directed to bid a
Dispute run from Boise to Walla Walla, Washington. The Company
maintains an extra board at Walla Walla and an extra board at
Boise, but has no bid runs between Boise and Walla Walla.

Case #824 (October 66-5)

JSC Motion: That since it appears that the Local Union having
jurisdiction at Walla Walla, Washington, is involved in this case,
that the case be referred to the Joint Western Area Committee
and that notice be given to that Local Union. Motion Carried.

Utah-Idaho JSC date of action, October 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # *on* Local 483, Boise, Idaho - Local 900 - Pendleton, Oregon, and
11-6-2703 Garrett Freightlines, Inc.

O-T-R Local 483 is requesting that the Company bid a Boise-LeGrande-
Dispute Boise turnaround peddle run.

The Company maintains an extra board at LeGrande and an
extra board at Boise, but has no bid turnaround runs from
Boise-LeGrande-Boise.

Case #825 (Oct. 66-6)

JSC Motion: That since it appears that the Local Union having
jurisdiction at LeGrande, Oregon, is involved in this case, that
the case be referred to the Joint Western Area Committee and
that notice be given to that Local Union.

Utah-Idaho JSC date of action, October 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 690, Spokane, Washington, and
11-6-2704 United-Buckingham Freightlines

JFW

O-T-R
Dispute

"Requesting additional mileage to be paid drivers Gharst and Larson. This team was dispatched out of Spokane August 24, 1966 at 1330, arriving in Billings at 0330. This team is a bid sleeper team. We are requesting the difference in mileage between a round trip between Billings and Denver which Billings dispatcher gave to extra team Jones and Naccarato. This team left Spokane on August 24th at 1430 arriving in Billings at 0530. They were dispatched to Denver at 0630. This unit was in the yard at Billings ready to be dispatched to Denver without a delay, but the first team was taken.

We have a dispatch procedure with United-Buckingham which states that the bid teams have preference over extra teams on any re-dispatch further east upon the arrival in Billings."

Case #1510 (U).

JSC Motion: That based on the facts presented and the rules dated November 16, 1965, the claim of the Union be denied.

Deadlocked Washington JSC September 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-6-2705 Consolidated Freightways, Inc.

on

Master Local 741 requests that under Article 6 of the National Master
Dispute Freight Agreement that Glen D. Nickerson who is on the line
driver seniority board of Consolidated Freightways, Inc., Seattle
Division, be given the right to transfer to the local seniority
board when there is an opening for which he is qualified.

Case #1496 (U)

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC September 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-6-2706 Consolidated Freightways, Inc.

on

O-T-R Local 741 requests runaround pay from Consolidated Freightways
Dispute in the amount of a Seattle-Portland, Seattle turn for G. E. Adamson,
Seattle line driver.

On May 9, 1966, O.N.C. pulled Consolidated trailer #2191
and #21402 from Seattle to Portland and G. E. Adamson didn't
work.

Case #1472 (U).

JSC Motion: That the claim be denied.

Deadlocked Washington JSC August 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 839, Pasco, Washington, and
11-6-2707 Consolidated Freightways Bulk

CW

Tanker Maintenance of Standards in regards to having a mechanical
Dispute cooling system or an air conditioning in all sleeper cabs 1964
or newer, as in old agreement.

The Union position is: That all equipment 1964 or newer either
have air conditioning or mechanical cooling system. (Filed under
Article 6, Master Freight Agreement).

Case #1473 (U).

JSC Motion: That the Company is complying with the claimed
maintenance of standards.

Deadlocked Washington JSC August 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 886, Oklahoma City, Oklahoma, and *on*
11-6-2708 Transcon Lines

O-T-R Pannell & Lankford were broken down at Blyth, California for
Dispute two hours and 55 minutes working on air conditioner. Company
refused to pay claim for 2 hours 55 minutes. This claim is
for Company to allow drivers to have air conditioners worked
on where there are facilities to do so and two hours and 55 minutes
work time.

Case #SC-8-6-7674.

JSC Motion: That based on the facts presented, the monies claim
for 2 hours and 55 minutes is denied. However, the Company is
instructed to comply with Article 54, Section 6 of the W.S.A.
Over-The-Road Supplemental Agreement, due to the fact facilities
are available in the L. A. area.

Deadlocked Southern California JSC August 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 886, Oklahoma City, Oklahoma, and
11-6-2709 Transcon Lines

on

O-T-R
Dispute

CASE #7667: Harris and Alexander Crew #4 were on layover in Phoenix, Arizona when crew Hoover and Middleton were dispatched from Los Angeles to Phoenix and runaround Harris and Alexander 4 hours. This claim is for 1 hour and 35 minutes; 2 hours and 25 minutes was paid on layover.

CASE #7671: Martin and Myers were runaround in Phoenix, Arizona by crew on Tractor #4601, Martindale and Keller. Came out of Los Angeles May 26, 1966. This claim is for 9-1/2 hours. All 5 crews that came out of Los Angeles on May 26, 1966 had a destination of Phoenix on their driving orders.

CASE #7677: LaPorte & McCorty arrived in Phoenix at 2:00 A.M., June 27, 1966, Company ran a crew out of Tucson and picked up Trailer #4316 back to Tucson with freight on trailer. June 28, 1966 LaPorte and McCarty departed 12-1/2 hours late. Company admits that they owe 5 hours layover. This claim is for 5 hours layover and 11-1/2 hours runaround.

CASE #7827: Harris and Alexander were in route to Los Angeles when stopped by highway patrol and given a ticket for running 27 miles per hour in a 40 mile minimum zone. They were delayed for 1/4 hour for each driver.

CASE #7828: On June 20, 1966 Davis was on layover in Los Angeles. Company ran crew Thompson and Phenning around Davis - 4 hours and 35 minutes.

CASE #7829: Jolly and McPherson were dispatched out of Los Angeles with trailer marked dangerous. Place card this crew marked meal time on duty. Company refused to pay 4-1/2 hours.

Case Numbers SC-9-(8)-6-7667, 7671, 7677 and SC-9-6-7827, 7828, 7829.

JSC Motion: That under Article 8 of the National Master Freight Agreement, these cases have been properly filed and therefore shall be heard on the merits by this committee.

Deadlocked Southern California JSC September 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 910, Kent, Washington, and
11-6-2710 Renton Auto Freight

on

Interpre- Local wishes to claim one days pay (July 4, 1966) for Oscar
tation Baele employed by Renton Auto Freight. This is in accordance
with Article 50 of the Western Master Freight. (Filed under
Article 50 WMF).

Case #1505 (U).

JSC Motion: That the committee finds this case a factual
interpretation case and therefore refers it to the JWAC.
Motion Carried.

Washington JSC September 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 980, Santa Rosa, California, and
11-6-2711 Willig Freight Lines

gm

Joint Provisions of Article 45, Section 2 (a) (4) do not apply in the
Council 7 loading process at Morgan Wood Casket Company.
Dispute

Case #LD-2420 - 2422, and 2423.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld due to the facts presented in this case.

Deadlocked Joint Council #7 Labor-Management Committee
August 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 983, Pocatello, Idaho, and
11-6-2712 Garrett Freightlines, Inc.

med

O-T-R A Pocatello sleeper team arrived at Denver at 6:15 and departed
Dispute at 18:30.

The Union contends that there was a Salt Lake load of LTL freight ready for dispatch when the Pocatello team arrived, but the Company had sent the load piggy-back.

It is the Company's contention that the load in question was on a foreign trailer (Rock Island) and had been set up to be pulled by a Salt Lake sleeper team, but when the hostler was hooking up the load he discovered that the trailer had a broken spring and accordingly, could not be pulled over the road. Since the Company has no shop in Denver and Rock Island and no shop in Denver, the trailer was sent piggy-back rather than being held indefinitely for repairs.

Case #830 (Oct. 66-11)

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC October 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-6-2713 Garrett Freightlines, Inc.

QW

Discharge Protest of discharge of L. A. Granlund.

Case #797.

JSC Motion: That the discharge be upheld.

Deadlocked Oregon JSC October 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 87, Bakersfield, California, and
11-6-2714 Carey Truck Line, Inc.

on

Termina-
tion

Union protests discharge of Charles M. Chauncy.

Union claims driver was fired for being drunk and hit-and-run. The driver was exonerated in court this last week of the charges. Driver claims he was not drunk and had not been drinking. Union read letter from driver's Attorney for the record. Driver, at time of accident, asked the police to give him a blood alcohol test and was refused.

Company claims driver was terminated for a chargeable accident for hitting a stop sign and a car, and was reported drinking. Termination notice read into the record. Company claims driver had a previous chargeable accident.

Case #CV-46-1384.

JSC Motion: That the man be reinstated to his job with full seniority and all pack pay.

Deadlocked California Valley JSC August 24, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
11-6-2715 Consolidated Freightways

mv

Discharge It is the position of Local 180 that Marion F. DeWoody was unjustly discharged for an accident. Mr. DeWoody claimed he was forced off the road by a car on the wrong side of the street. Therefore, he should be reinstated with full seniority and be compensated for all time lost.

Case #SC-10-(9)-6-7865.

JSC Motion: That Marion F. DeWoody shall be returned to work on his regular run with full seniority, when a full medical release is presented to the company.

Deadlocked Southern California JSC October 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and *on*
11-6-2716 Halbert Bros., Inc.

Termina- The Local Union on behalf of Elbert Fogle protests termination
tion notice and request that he be returned to work with full seniority
and no loss of pay.

Case #SC-10-(9)-6-7925.

JSC Motion: That Elbert C. Fogle be returned to work on his next
regular shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC October 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 467, San Bernardino, California, and
11-6-2717 Griley Security Freight Lines

Termination Case #7995: - Local 467 hereby files a protest of termination under Article 44 of the National Master & Pick-Up and Delivery Agreement against Griley Security Freight Lines on behalf of Leo Bryan and Clifford Gustin.

The Company is in violation of Article 22, Section 2 of the National Master & Pick-Up & Delivery Supplemental Agreement.

Case #7996: - Local 467 hereby files a grievance under Article 43 of the National Master & Pick-Up and Delivery Supplemental Agreement against Griley Security Freight Lines.

The Company is in violation of Article 32 of the Master Agreement, also Article 53 of the Pick-Up and Delivery Supplemental Agreement.

Case #7997: - Local 467 hereby files a grievance under Article 43 of the National Master and Pick-Up and Delivery Supplemental Agreement against Griley Security Freight Lines.

The Company is in violation of Article 5, Section 2, also Section 6 Paragraph B-2 of the National Master and Pick-Up & Delivery Agreement.

Cases #SC-10-6-7995, 7996, & 7997.

JSC Motion: That the Company is in violation of Article 22, Section 2 of the National Master Freight Agreement, therefore, the claim of the Union is allowed and the issues in Cases 7996 and 7997 are related and the three (3) cases should be heard together.

Deadlocked Southern California JSC October 3, 1966.

Note: This committee recommends that all three cases be heard together.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 542, San Diego, California, and
11-6-2718 Garrett Freightlines

on Two

Termination We are protesting the discharge of Norma Metcalf as she was unjustly terminated. No previous warning notice. We are requesting that she be put back to work with full back pay and returned to her seniority spot.

We are requesting a search of records regarding this case.

Case #SC-10-6-8001.

JSC Motion: That Garrett Freightlines is signatory to the National Master Freight Agreement and Supplements and that this case is properly before this committee and therefore, Norma Metcalf be returned to work on her next regular shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC October 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
11-6-2719 Los Angeles-Seattle Motor Express

off

Warning
Letter

Protest of Warning Letter issued to John Reinerson.

Employer contends Warning Letter had been issued for failure to report an accident in accordance with well established and posted Company direction.

Case #800.

JSC Motion: That the Warning Letter be withdrawn.

Deadlocked Oregon JSC October 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
11-6-2720 Consolidated Copperstate Lines

dm

Warning It is the position of Local 180 that W. L. Slater was given a
Notice warning notice unjustly for an accident at Camarillo, California
on July 7, 1966. Local 180 feels that there were circumstances
in the accident that Mr. Slater could not avoid the accident.
Therefore, we request the letter be withdrawn from his files.

Case #SC-9-6-7892.

JSC Motion: That the warning notice issued to W. L. Slater
be sustained.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
11-6-2721 Pacific Intermountain Express

on

Warning Local 180 takes the position that Rodney W. Bangham was
Notice issued a warning notice unjustly for failure to accept a call to go
to work. The call was given at 12:30 A.M. for a 2:30 A.M.
departure. This is not proper under Article 54, Section 2 of
the Western States Area O.T.R. Supplemental Agreement.
Therefore, we request the letter be withdrawn from his file.

Case #SC-9-6-7893.

JSC Motion: That the warning notice issued to Rodney W. Bangham
be sustained.

Deadlocked Southern California JSC September 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
11-6-2722 Consolidated Freightways

Warning Warning letter issued to Silviera. Union protests warning
Notice letter issued to Silviera for refusing to accomplish work
duties.

Case #CB-1908.

JSC Motion: That we reduce the warning letter to a reprimand.

Deadlocked California Bay JSC (no date of action given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 551, Lewiston, Idaho, and
11-6-2723 Garrett Freightlines

on

Warning Protest of warning notice.
Notice

Case #1480 (U)

JSC Motion: That the warning notice be reduced to a letter
of reprimand.

Deadlocked Washington JSC September 21, 1966.